

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

In re: Bair Hugger Forced Air Warming
Products Liability Litigation

MDL No. 15-2666 (JNE/DTS)

This Document Relates To:

Rhoton, et al., 15-cv-4360-JNE-DTS
Lockwood, 17-cv-0823-JNE-DTS
Connelly, 17-cv-1084-JNE-DTS
Miliam, 16-cv-2125-JNE-DTS
Bloom, 16-cv-2273-JNE-DTS
White, 16-cv-2276-JNE-DTS
Johns, 16-cv-4190-JNE-DTS
Oliver, 16-cv-4247-JNE-DTS
Taylor, 17-cv-0199-JNE-DTS
Wenzel, 17-cv-4576-JNE-DTS
Hylas, 17-cv-0967-JNE-DTS
Miles, et al., 17-cv-1235-JNE-DTS
Myers, 17-cv-1327-JNE-DTS
Rangel, et al., 17-cv-1865-JNE-DTS
Ponder, 17-cv-2666-JNE-DTS
Olsen, et al., 17-cv-3538-JNE-DTS
Weeks, 17-cv-4527-JNE-DTS
Capone, 17-cv-5274-JNE-DTS
Mencl, 18-cv-0106-JNE-DTS
Davis, 18-cv-0166-JNE-DTS
Ballaso, 18-cv-0575-JNE-DTS
Gohl, 18-cv-1571-JNE-DTS
Walters, 18-cv-2764-JNE-DTS
Lovett, 19-cv-0391-JNE-DTS

**MEET AND CONFER STATEMENT
REGARDING DEFENDANTS'
NINTH MOTION TO DISMISS FOR
FAILURE TO COMPLY WITH
PRETRIAL ORDER NO. 23,
FED. R. CIV. P. 41(b), AND 25(a),
OR FOR LACK OF STANDING**

The undersigned counsel for Defendants 3M Company and Arizant Healthcare Inc. (together, “Defendants”) certifies that counsel for Defendants met and conferred with counsel for Plaintiffs in the above-referenced matters as follows:

1. On July 1, 2019, Defendants’ counsel sent emails to counsel at each of the firms representing the above plaintiffs requesting that they stipulate to a dismissal of plaintiffs’ actions by noon on July 3, 2019. Defendants’ counsel indicated that if an agreement was not reached, Defendants would file a motion to dismiss—*Lovett* without prejudice and the remaining cases with prejudice.

2. On July 1, 2019, Defendants’ counsel received a response from counsel for *Gohl*, 18-cv-1571 indicating that he would not consent.

3. On July 2, 2019, Defendants’ counsel received an email and phone call from counsel for *Mencl*, 18-cv-0106₂ stating that he would not stipulate to a dismissal.

4. On July 2, 2019, Defendants’ counsel received an email from counsel for *White*, 16-cv-2276 acknowledging the email but not stipulating to the dismissal.

5. On July 2, 2019, Defendants’ counsel received an email from counsel for *Ballaso*, 18-cv-0575₂ stating that “we continue to work with her heirs to cure the PFS deficiencies – our understanding is that we cannot file a motion to substitute until a non-deficient PFS has been served.” No stipulation was agreed to.

6. On July 2, 2019, Defendants' counsel received an email from counsel for *Rhoton, et al*, 15-cv-4360, stating that they would not stipulate to a dismissal. Counsel for Rhoton filed a motion to substitute on July 2, 2019.

7. On July 3, 2019, Defendants' counsel received an email from counsel for *Davis*, 18-cv-0166 acknowledging the meet and confer email, but not stipulating to the dismissal.

8. Defendants did not receive responses from the other plaintiffs.

Hence, counsel for Plaintiffs and Defendants were unable to reach an agreement to dismiss the above-listed cases.

Dated: July 3, 2019

Respectfully submitted,

s/Benjamin W. Hulse

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